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Deutsche Bank National Trust Company,
As Indenture Trustee Under The Indenture
Relating To IMH Assets Corp., Collateralized
Asset-Backed Bonds, Series 2005-7

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ORDELL ELIZABETH MOON,

Appellant,

v.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS INDENTURE TRUSTEE
UNDER THE INDENTURE RELATING
TO IMH ASSETS CORP.,
COLLATERALIZED ASSET-BACKED
BONDS, SERIES 2005-7,

Appellee.

Case No. 5:23-cv-04521-PCP

**APPELLEE DEUTSCHE BANK'S NOTICE
OF COMPLETED BRIEFING AND
STATEMENT ON ORAL ARGUMENT**

I. NOTICE OF COMPLETED BRIEFING

Pursuant to Federal Bankruptcy Procedure Rule 8019 and Local Rule 8019-1, Appellee Deutsche Bank National Trust Company, As Indenture Trustee Under The Indenture Relating To IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2005-7 (“Deutsche Bank”), by and through counsel, **HEREBY NOTIFIES** the Court that briefing on Appellant Ordell Elizabeth Moon’s (“Appellant”) appeal is complete.

Appellant filed an opening brief on October 24, 2023. Dkt. No. 11. Deutsche Bank filed a response brief (“Response Brief”) on November 22, 2023. Dkt. No. 15. Appellant filed a reply brief on November 29, 2023. Dkt. No. 16. Because Deutsche Bank has not filed a cross-appeal, the briefing in this case is now complete.

II. STATEMENT ON ORAL ARGUMENT

Pursuant to the Court’s Scheduling Order dated September 1, 2023 (Dkt. No. 2), upon completion of briefing, the appeal will be set for oral argument “unless the judge determines that oral argument is unnecessary under the Local Bankruptcy Rules.” If oral argument is deemed unnecessary, “the matter will be deemed submitted for decision.” *Id.* Local Rule 8019-1 directs the Court to Federal Rule of Bankruptcy Procedure 8019 to determine whether oral argument is necessary. Federal Bankruptcy Procedure Rule 8019(b) permits the Court to resolve the appeal without oral argument if “(1) the appeal is frivolous; (2) the dispositive issue or issues have been authoritatively decided; or (3) the facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument.” Federal Bankruptcy Procedure Rule 8019(a) permits any party to file “a statement explaining why oral argument should, or need not, be permitted.” This appeal satisfies all three criteria that would permit resolution without oral argument.

A. This Appeal is Frivolous.

First, as discussed in the Response Brief, this appeal is frivolous. Appellant filed for bankruptcy in February 2023 without any intention of seriously pursuing the petition. Unsurprisingly, Appellant’s bankruptcy case was dismissed on the Trustee’s motion for failure to remedy various deficiencies, including failure to serve the proposed plan on all creditors, submit

1 an amended plan, or otherwise support the calculations in the plan. To further avoid Appellant's
 2 obligations to Deutsche Bank, Appellant and her representative objected to Deutsche Bank's proof
 3 of claim, appealed dismissal of her petition, repeatedly moved this Court to revive the bankruptcy
 4 stay, and filed a second bankruptcy petition. Her appeal rests on various baseless and long-
 5 discredited theories, including the claim that because Appellant tendered an "international
 6 promissory note," her debt has been somehow assumed by the United States government.

7 **B. The Bankruptcy Court Authoritatively Decided the Dispositive Issues.**

8 Second, the bankruptcy court authoritatively decided the dispositive issues of this case. In
 9 moving to dismiss Appellant's bankruptcy case, the Trustee noted failures to (1) file an amended
 10 creditor notice, (2) amend her original plan, (3) select a vesting provision, (4) file a declaration
 11 regarding her homestead exemption, (5) amend Schedule A/B to provide a more detailed
 12 description of her property, (6) provide documentation supporting the valuation of her property in
 13 Schedule A/B, (7) amend Schedule E/F and Creditor Matrix to list an address for creditor Dan
 14 Joyce, (8) amend Schedule C to utilize an exemption scheme, (9) amend Schedule D to include
 15 Citibank, N.A.'s claim, (10) amend Schedule D to include Deutsche Bank's claim, (11) resolve
 16 Citibank, N.A.'s objection to her plan, and (12) resolve Deutsche Bank's objection to her plan. Dkt.
 17 No. 15 at 6. In granting the Trustee's motion, the bankruptcy court cited these reasons and noted
 18 Appellant's general failure to follow bankruptcy procedures. *Id.* The bankruptcy court acted within
 19 its authority under the Bankruptcy Code when it dismissed Appellant's Bankruptcy Case. *See* 11
 20 U.S.C. sections 105(a), 1322(a), 1307(c).

21 The bankruptcy court also authoritatively overruled Appellant's objection to Deutsche
 22 Bank's proof of claim because Appellant failed to produce sufficient evidence to negate the *prima*
 23 *facie* validity of Deutsche Bank's claim. In the Bankruptcy Case, Deutsche Bank filed a complete
 24 proof of claim on Official Form 410, including a Mortgage Proof of Claim Attachment, a statement
 25 asserting the basis for the right to foreclose, fee and late charges breakdown, an escrow analysis,
 26 the Deed of Trust, and the Note. Dkt. No. 15 at 10. Appellant alleged that the original loan package
 27 contained evidence that the loan pertaining to the Subject Property was discharged in full, and a
 28 full reconveyance is required. *Id.* Appellant further argued that because the allonges attached to the

end of the Note was not on the original copy of the Note that the Debtor executed, under California Civil Code section 1700 it is a material alternation of the written contract, which he believes is the ground to grant a full reconveyance. *Id.* But as the bankruptcy court observed, this argument fails to state “a prima facie basis for objection and the claim is presumptively allowed as a valid claim.” *Id.* The bankruptcy court later characterized Appellant’s briefing as the “most outlandish and egregious argument I’ve ever seen by a debtor. . . .” *Id.* In lieu of oral argument at the hearing on the Trustee’s motion, Appellant’s representative simply read a short, pre-prepared statement that Appellant would settle all matters “after the issue of specific medium of exchange of each purported loan is expressed in terms . . . pursuant to the Constitution’s 14th Amendment.” Dkt. No. 15 at 4.

Appellant’s argument regarding California Civil Code section 1700 is without merit. Federal laws and regulations permit the sale of mortgages or transfer of servicing rights to other institutions without consumer consent. In California, when such a transfer occurs, the rules and regulations require an allonge or indorsement to be permanently affixed to the related note. The allonges attached to the end of the Note are part of the requirements of the transfer of secured claim, those allonges are indorsements under the California Commercial Code and is required by California rules and regulations. Dkt. No. 15 at 11. In this instant case, the allonges attached to the Note are special indorsement and blank indorsement under the California Commercial Code section 3204. *Id.* These allonges did not destroy, cancel, or alter any material term of the Note and did not alter or change any of Appellant’s rights or obligations under the Note and are not a material alteration of the Note.

C. The Facts and Legal Arguments Are Adequately Presented in the Briefs and Records.

Appellant and Deutsche Bank have fully briefed this appeal with Appellant’s opening brief, Deutsche Bank’s Response Brief, and Appellant’s reply and supplements. Dkt. Nos. 11, 15, 16, 17. Both parties have submitted their excerpts of record and supplemental excerpts of record. Dkt. Nos. 11, 15. Appellant has also raised substantive issues in her various motions to reinstate the automatic bankruptcy stay. Dkt. Nos. 4, 5, 7, 8, 12, 14. Therefore, the facts of this matter and the parties’ legal arguments have been adequately presented for adjudication without oral argument.

III. CONCLUSION

Based on the above, Deutsche Bank respectfully requests the Court proceed with resolving this appeal without oral argument.

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